

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

**At CHARLESTON**

**COUNTRY ROADS SECURITY, LLC,**

**Plaintiff,**

**v.**

**CIVIL ACTION NO. 2:23-cv-00463**

**RARE ELEMENTS OF THE WORLD, LLC,**

**Defendant.**

**COMPLAINT**

**COMES NOW**, the Plaintiff, Country Roads Security, LLC, by and through its counsel, Sam H. Harrold, III, Esq., and the law firm of Mountain State Law, for its Complaint against the Defendant, Rare Elements of the World, LLC, says as follows:

**Parties**

1. Plaintiff, Country Roads Security, LLC (hereinafter “Plaintiff”), is a West Virginia limited liability company with its principal business office located at 4264 W. Veterans Memorial Highway, Bridgeport, WV 26330.

2. Defendant, Rare Elements of the World, LLC (hereinafter “Defendant”), is a foreign limited liability company organized in the State of Wyoming and having its principal place of business located at 8650 Freeport PKWY, Suite 100, Irving, TX 75063 (Dallas County).

**Jurisdiction and Venue**

3. The Court has original jurisdiction over this matter pursuant to 28 U.S.C. 1332 as there exists complete diversity of citizenship between the Plaintiff and the Defendant, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interests and costs.

4. Personal jurisdiction is appropriate over the Defendant in this judicial circuit pursuant to Rule 4 of the Federal Rules of Civil Procedure because the contract in question was negotiated and executed by the Defendant in Kanawha County, West Virginia; Defendant regularly conducts, transacts and/or solicits business in and throughout the State of West Virginia including this judicial district; Defendant derives substantial revenue from its business transactions in West Virginia and in this judicial district; and/or, Defendant otherwise avails itself of the privileges and protections of the laws of the State of West Virginia such that this Court's assertion of jurisdiction over Defendant does not offend traditional notions of fair play and due process.

5. This Court is the appropriate venue for this civil action because Defendant maintains its local office in Kanawha County, West Virginia, and the contract, transactions, and occurrences forming the factual nexus and subject matter of the Plaintiff's complaint against the Defendant took place within Kanawha County, West Virginia.

### **Facts**

6. On October 15, 2021, Defendant entered into an *Agreement for Security Service(s)* (hereinafter "Services Agreement," attached as "Exhibit A") with Plaintiff for security services to protect a commercial facility in Kanawha County, West Virginia, which housed equipment and materials owned and operated by the Defendant.

7. The Services Agreement required Defendant to pay a rate of \$45.00/hr. for each security officer providing protection services at the commercial facility.

8. The Services Agreement required Defendant to pay all invoices within ten (10) business days of receipt by the Defendant.

9. The Service Agreement required the Defendant to dispute any charges on invoices within seven (7) calendar days of receipt by the Defendant.

10. Beginning in August 2022, Defendant started to default on payments for invoices due and owing to the Plaintiff for security services provided.

11. On January 12, 2023, Plaintiff notified the Defendant that it would be terminating its security services effective January 15, 2023, due to the delinquency of outstanding invoices.

12. In an effort to amicably resolve the debt owed by Defendant to the Plaintiff, the parties entered into an *Acknowledgement and Agreement* (hereinafter “Payment Agreement,” attached as “Exhibit B”) dated February 21, 2023, whereby the Defendant acknowledged it owed the Plaintiff \$98,716.30 and agreed to pay a minimum of \$3,000 per week to resolve the debt.

13. Defendant has breached the terms of the Payment Agreement by failing to make any payments to the Plaintiff since May 1, 2023.

14. Although Defendant has not timely disputed, challenged, or otherwise contested the value of security services provided by the Plaintiff, it has failed to make timely payments due and owing to the Plaintiff.

15. As of May 1, 2023, Defendant owes Plaintiff the total amount of \$77,716.90 for security services provided under the terms and conditions of the original Services Agreement and agreed to in the Payment Agreement.

#### **Breach of Contract Claim**

16. Plaintiff incorporates by reference each and every allegation contained in paragraphs 1-14.

17. At all times relevant, Defendant was in a contractual relationship with Plaintiff to receive security services in Kanawha County, West Virginia, pursuant to the terms and conditions of the October 21, 2021, Services Agreement.

18. At all times relevant, Defendant was in a contractual relationship with Plaintiff to timely pay for accrued outstanding debt of \$98,716.30 for security services according to the February 21, 2023, Payment Agreement.

19. Plaintiff performed all of the conditions, covenants, and promises required by it in accordance with the terms and conditions of the Services Agreement by providing security services to Defendant from October 15, 2021, through January 15, 2023.

20. Defendant breached the Services Agreement by failing to timely pay for security services rendered by Plaintiff.

21. Defendant breached the Payment Agreement by failing to timely pay for security services rendered by Plaintiff because no payment has been received since May 1, 2023.

22. As a direct and proximate result of the breach of contract(s) by the Defendant, Plaintiff has suffered damages, including but not limited costs and expenses that are owed by the Defendant, the sum of \$77,716.90, which reflects the outstanding debt for services rendered by Plaintiff in Kanawha County, West Virginia, pursuant to the Services Agreement, which is now due, owing, and unpaid.

23. Defendant has failed and/or refused to pay the sum owed to Plaintiff pursuant to the contracts described herein.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff, Country Roads Security, LLC, demands judgement against the Defendant, Rare Elements of the World, LLC, in an amount to be determined, for compensatory and consequential damages, with interest, costs, attorney fees and such other relief as the Court deems just and appropriate.

Plaintiff, Country Roads Security, LLC  
By Counsel:



---

Sam H. Harrold, III (WVSB #9064)  
Mountain State Law  
P.O. Box 2330  
Clarksburg, WV 26302-2330  
Phone: (304) 715-3800

[Sam@MountainStateLaw.com](mailto:Sam@MountainStateLaw.com)